

CITY OF FAIRFIELD
RESOLUTION NO. 2018 – 11

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AUTHORIZING
THE CITY MANAGER TO EXECUTE AN ON-CALL PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY OF FAIRFIELD AND MOUNTAIN PACIFIC
SURVEYS FOR SURVEY AND TECHNICAL ASSISTANCE AND ESTABLISHMENT
OF AN OPEN PURCHASE ORDER FOR THOSE SERVICES**

WHEREAS, the City requires the services of a licensed land surveyor to provide on-call surveying services; and

WHEREAS, Mountain Pacific Surveys has represented and proven by way of past work with the City that they are qualified to perform such services; and

WHEREAS, the term of the agreement shall be for three (3) years from the effective date of the contract, with the ability to extend the agreement for two (2) additional one year terms upon mutual agreement of Mountain Pacific Survey and the Public Works Director.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Fairfield the agreement with Mountain Pacific Surveys for survey and technical assistance up to \$50,000 per year for three years and establishment of an open purchase order for those services. The agreement and open purchase orders will terminate on February 6, 2021, with provisions for two one-year extensions upon mutual agreements of both parties.

PASSED AND ADOPTED this day of February 6, 2018, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: **NONE**

ABSENT: COUNCILMEMBERS: **NONE**

ABSTAIN: COUNCILMEMBERS: **NONE**

✓ Jane F. Price
MAYOR /

ATTEST:

Karen L. Rees
CITY CLERK
pw

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfield, California, as of February 26, 2018, by and between the City of Fairfield, a municipal corporation (the "CITY") and Mountain Pacific Surveys ("CONSULTANT"), who agree as follows:

1) SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) PAYMENT. CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) INSURANCE REQUIREMENTS. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) LABOR AND WAGE CODE GUIDELINES. Attention is directed to Section 1777.5 of the Labor Code as it applies to apprenticeship standards.

The general prevailing wage rates for each craft, classification, or type of workman shall be as determined by the Director of Industrial Relations (available online at <http://www.dir.ca.gov/dlsr/PWD/index.html> – select the appropriate wage decision and then collect the wage decisions for Statewide, Northern California and Solano County). A copy of these wage rate determination are kept on file and are available for review at the Office of the City Engineer located at 1000 Webster Street.

In accordance with the provisions of Section 1860 of the California Labor Code, attention is directed to the requirement that in accordance with the provisions of Section 3700 of the California Labor Code, every contractor will be required to secure the payment of compensation of his or her employees.

7) DEPARTMENT OF INDUSTRIAL RELATIONS. All public works projects are subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a bid

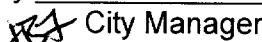
proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)). Furthermore, no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.

8) EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

9) TERM. This agreement shall be in effect until February 6, 2021, with the ability to extend the agreement for two (2) additional one year terms upon mutual consent of CONSULTANT and CITY'S Public Works Director.

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: _____
 City Manager

CONSULTANT

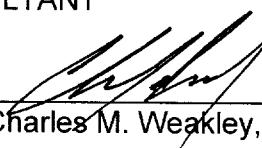
By: _____
 Charles M. Weakley, President

EXHIBIT "A"

SCOPE OF SERVICE



December 18, 2017

Mr. Ryan Panganiban, P.E, Senior Civil Engineer
City of Fairfield Public Works - Engineering
1000 Webster Street
Fairfield, CA 94533

Re: Proposal for On Call Land Surveying Services

Dear Ryan,

First of all, thank you for the opportunity to work closely with you and other City staff members over the past 6 years; it has been a privilege to interact with so many fine professionals on such a wide variety of projects.

With the hope of continuing our existing relationship in the years to come, Mountain Pacific Surveys is pleased to provide our Statement of Qualifications for On-Call Land Surveying Services to the City of Fairfield. Coupled with our track record over the past many years, I anticipate your review of the attached material will support our belief MPS is uniquely qualified to provide the survey services routinely utilized by the City, and as such we are the most logical, convenient and efficient choice to continue serve the City as your needs may dictate in the future.

All work will be based out of our Fairfield office, however our San Mateo, CA office is also available should the needs of any particular project require additional staffing capability. The San Mateo office is also home to Aerometric Surveys, our photogrammetric engineering/aerial mapping firm, which is wholly owned subsidiary of MPS. Together, we offer an in-house breadth of service unmatched by any other firm in the County or surrounding area.

I will serve as the primary contact for the project and my information is as follows:

Charles M. Weakley, L.S. 6421, President
Mountain Pacific Surveys
1735 Enterprise Drive, Suite 109, Fairfield, CA 94533
Office Ph. 707-425-6234 Cell 510-760-0085 Fax 707-425-1969
Email: cweakley@mtpacsur.com

Having served the Fairfield community for over 25 years, MPS has a vested interest in this City; both as community business with a desire to see our company flourish in the local area, and as a member of the community with a desire the City receive an exceptional value for the services it purchases. Based upon a foundation of experience, professionalism, and trust, MPS can ensure both interests are mutually achieved.

Sincerely,

Charles M. Weakley

President

Encl.

Part A: Executive Summary

The following pages detail our company history, project experience and capabilities, key personnel, and the QA/QC measures adopted by Mountain Pacific Surveys (MPS). In overview, the features of our company and the benefit to the City of Fairfield from the selection of MPS as your land surveying consultant are noted as follows:

- ✓ MPS has the staffing capacity (10 persons) to be extremely responsive to the City of Fairfield's needs – especially for time sensitive projects.
- ✓ MPS has the experience, expertise and equipment to perform any land surveying task the City of Fairfield may require.
- ✓ MPS has the in-house capability to provide aerial mapping, aerial photography, and photogrammetric engineering services through our wholly owned subsidiary, Aerometric Surveys.
- ✓ MPS has invested substantially in survey systems that provide the most technologically advanced and efficient solutions available to our clients.
- ✓ MPS specializes in providing land surveying services to the local agency, engineering and development communities. This focus has given MPS a long history of service on projects of a similar nature to those anticipated in the RFP.
- ✓ MPS services construction projects throughout Northern California, routinely providing survey services on projects of \$1 million to \$1 billion magnitude, including massive public works projects.
- ✓ MPS maintains written QA/QC procedures ensuring a consistent, systematic approach to all work performed.
- ✓ MPS maintains a written Safety Policy, thereby ensuring a conscientious approach to workplace safety, both in the field and office.
- ✓ MPS has a history of service in on-call contract arrangements for both public and private sector clients.
- ✓ MPS has been providing survey services in the Fairfield area since our inception in 1992, and our principal has almost 30 years of surveying experience within the community.

It is our belief this combination of similar project experience and project specific knowledge, coupled with our ability to commit the required expertise and resources for the successful completion of any task, makes Mountain Pacific Surveys uniquely qualified to fulfill the potential services required of this Proposal.

Part B: Company Background & Capabilities

MPS is a professional survey services firm providing boundary surveying and mapping, design surveys, right-of-way engineering, construction surveys, environmental surveys, monitor surveys, and photogrammetric engineering services to the public and private sector. Projects are staffed from one of our two bay-area offices; Fairfield or San Mateo, California. The firm is a member in good standing with Operating Engineers Local 3 and Bay Counties Association, as well as active members of many professional trade organizations, including American Council of Engineering Companies (ACEC), American Society for Photogrammetry and Remote Sensing (ASPRS), and California Land Surveyor's Association (CLSA) to name a few.

Our business has been built around three primary client profiles; (1) servicing engineering firms who possess no in-house survey capability, (2) servicing the needs of public agencies in communities

throughout the bay area, and (3) servicing major engineering contractors on large public works, commercial, and residential subdivision projects. In particular, our history has prepared us specifically for projects the City of Fairfield may encounter; we have the experience required to assist the City with pre-construction design surveys during the engineering phase as well as the experience to assist the City with construction staking and survey support during even the largest and most demanding construction projects.

MPS offers the City of Fairfield state of the art field equipment (e.g. robotic total stations, digital levels, static and RTK g.p.s. equipment) and office facilities (including the latest versions of all relevant software) for the successful completion of each project. To this end, we have fully automated our work processes to provide seamless integration from initial fieldwork through final product delivery. Additionally, we continually update our methodologies as well as provide ongoing training to all of our personnel so as to insure a quality product.

With regard to our aerial mapping capabilities, we maintain our own turbocharged Cessna aircraft with Zeiss mapping camera, g.p.s. controlled flight management system, a complete black & white photo lab, analytical and softcopy mapping systems, photogrammetric film scanner, and full in-house digital orthophoto production (color or b/w) capabilities. With these unique additional capabilities, MPS provides the City of Fairfield a complete solution for all of the surveying and mapping needs that may arise.

All of the latest equipment is worthless without the expertise and experience to extract the most from this technology. Our staff is comprised of survey professionals who not only have a great deal of experience within the survey industry, but also a long history with MPS. The average years of survey experience for our personnel is over 16, while the average length of employment with MPS is over 15 years. Additionally, MPS places an emphasis on training and staff development, including in-house training, hired training consultants, and regular attendance at industry conferences and seminars. Our emphasis on training, together with the longevity of our staff ensures we are ready to service the City of Fairfield with experienced employees knowledgeable in the latest survey methodology.

The dynamics of on-call contracts require there be close communication between the consultant and the client. It is imperative the consultant develop an immediate familiarity with specific project requirements and develop a plan, in conjunction with the client's requirements, to adequately handle the workload in an economical fashion. The principals of Mountain Pacific Surveys know through experience that a disciplined approach to these tasks will result in the priorities of the project being met to the satisfaction of all concerned.

One expectation of an on-call contract arrangement is the consultant will execute the work in a timely manner. MPS has placed an emphasis in our operation in servicing construction and engineering clients, both of whom demand timely service. At any given time MPS typically will have 10 to 20 active ongoing construction projects. The needs of these projects are served day-in and day-out within a 48 hour contractor notice, as we possess the staffing capability and support systems required to flourish in this environment. When we state we can meet the City's requirements on projects with a compressed time frame, we make this statement from the position of having performed in this fashion regularly for 20 years.

Together these factors combine to provide the City of Fairfield a diverse, highly qualified and professional organization able to assist with all of their surveying needs.

Part C – Typical Project Examples & Firm Experience

MPS has a vast wealth of survey experience; ranging from the seismic retrofit of the San Mateo Bridge, to the aerial mapping of parcels in excess of 10,000 acres; from all surveying and mapping related to the subdivision of thousands of residential lots, to the preparation of a simple legal description and plat. Our experience most relevant to this RFP would be the over 300 surveying and mapping projects we have completed within the City of Fairfield, many as a survey consultant directly to the City of Fairfield.

Included below is an overview of a few of the many projects (over 2000 in our history) we have worked on in recent years that demonstrate local knowledge and experience relevant to the City of Fairfield's needs.

Project 1: Fairfield-Vacaville Train Station Project, Fairfield

Client: City of Fairfield

Client Contact: Jay Swanson/Ryan Panganiban

Year Completed: 2011-present

MPS Project Manager: Charles Weakley

Scope of Service: Our initial task was to provide right of way mapping and planning level surveys sufficient to create a schematic alignment of the future widening of Peabody Road between Air Base Parkway and the railroad crossing near Vanden Road. This effort blossomed into significant survey support services for the City and the design team working on the Train Station Project, including additional right of way and property line determination, legal description preparation for property and easement acquisition, control surveys, and utility & topographic mapping of the south leg of the Peabody Road improvements. We have one remaining task, which will be completion of a Record of Survey, once authorized by the City.

Project 2: North Bay Regional Water Treatment Plant, Fairfield

Client: City of Fairfield, Montgomery Watson Engineers, and Kumom Contractors

Client Contact: Various Persons over time

Year Completed: 1987 to Present

MPS Project Manager: Charles Weakley

Scope of Service: MPS has 20+ year history at this facility dating back to pre-construction surveys for the City and the design engineer, Montgomery Engineers. In addition, we performed the construction staking for the original plant construction, have provided numerous surveys over the years for plant upgrades, and most recently completed an aerial topographic survey of a portion of the site for the design of a solar panel farm. Our most recent activity, completed in November, 20177, was the survey of two sludge ponds for creation of a bottom surface drawing.

Project 3: Highway 80/N. Texas Street Interchange, Fairfield

Client: City of Fairfield

Client Contact: Jay Trotier Ph. 707-428-7420

Year Completed: 2006

MPS Project Manager: Charles Weakley

Scope of Service: Determination of 2 miles of existing State Highway 80 right-of-way and the parcel boundaries for approximately 20 individual parcels within the project area was our initial task on this project. Next, our work included resolution/coordination of design geometry considerations with the design engineer and preparation of legal descriptions and plats for right of way dedications across the 10 affected parcels. Mapping and descriptions were provided in both metric units and English units.

Project 4: Alan Witt Park Aerial Mapping, Fairfield

Client: Callendar & Associates (City of Fairfield)

Client Contact: Melissa Ruth Ph. 916-985-4366

Year Completed: 2016

MPS Project Manager: Steve Rohlfs, L.S

Scope of Service: Flight planning, aerial photography, aerial triangulation, map compilation, and map editing to create a 20 scale 1-foot contour interval design level topographic map of the entire park area.

Project 5: City of Dixon On-Call Surveying Contract - Dixon

Client: City of Dixon

Client Contact: Joseph Leach, PE Ph. 707-678-7031 Year Completed: 2006-current

MPS Project Manager: Charles Weakley

Scope of Service: Survey consultant to the City of Dixon for an original two year contract that has been extended on multiple occasions. Some tasks included (1) the creation of legal descriptions and plats for various City needs, (2) preparation of topographic map for two City parks, (3) replacement of survey monuments and the preparation of Corner Records as required by State law, and (4) collection of elevation data for sewer capacity analysis done by City.

Project 6: City of Napa On-Call Surveying Contract - Napa

Client: City of Napa

Client Contact: John Ferons Ph. 707-257-9423 Year Completed: 2012-2014, 2016-current

MPS Project Manager: Charles Weakley

Scope of Service: Survey consultant to the City of Napa for a one-year on-call contract that was extended for one additional year. Some tasks included (1) the refinement of an existing river bank monitoring settlement program which included approximately 25 monitor points, and 2 incremental monitoring sessions thereafter, (2) preparation of topographic map for intersection widening design, and (3) replacement of survey monuments and the preparation of Corner Records as required by State law.

Part D – Project Fee Structure

Upon receipt of a Task Order/Request for Proposal, MPS will provide a fee quotation and estimated schedule for the requested work. Once approved by the City, our work will be performed on either a lump sum or time and materials, as agreed upon in the individual Task Order. All time and materials work shall be completed in accordance with the attached fee schedule, which we will hold firm for two years from the date of this proposal. The third year will be subject to review and increase.

EXHIBIT "B"

PAYMENT

- 1) For and in consideration of Consultant's Services, CITY agrees to pay CONSULTANT for actual fees, costs and expenses for all time and materials expended, but in no event shall total compensation exceed the amounts specified in each Work Order for each Project. Total payment for consulting services shall not exceed FIFTYTHOUSAND DOLLARS \$50,000 per year.
- 2) CONSULTANT shall provide a Scope of Work and Fee Proposal on a project-by-project basis, for review by the CITY. The negotiated Scope and Fee will be the basis for a Work Order for each specific project.
- 3) Payment shall be made to CONSULTANT on a time and materials basis based on the CONSULTANT'S rates, attached with Exhibit B, through December 31, 2017. Each January 1st of subsequent years, the CONSULTANT'S rates shall not exceed the most current available increase in the Consumer Price Index. The term "Consumer Price Index" means the average of the percent change in Consumer Price Index for Urban Wage Earners and Clerical works, as reported by the Bureau of Labor Statistics or successor agency, from the October preceding the annual contract adjustment over the preceding October, for the San Francisco Bay Area, the Western urban Region, and the U.S. Cities indices.
- 4) Extra Work performed by the CONSULTANT for any work required by the CITY which is not specified as part of Exhibit A, including but not limited to, any changes to CONSULTANT's Services including but not limited to contract change orders after the award of the construction contract by the City Council, or testimony in Court, shall be compensated by the use of the time and material fee rates of the attached Exhibit "B." No extra work will be compensated for unless required by CITY in writing.
- 5) CONSULTANT shall submit invoices to CITY, Attention: Ryan Panganiban and CITY shall pay CONSULTANT within 30 days of receiving a proper invoice. CONSULTANT shall notify the CITY in writing when the CONSULTANT's invoices total billing is within 25% of the total authorized amount.



FEE SCHEDULE
Effective January, 2018

Principal Land Surveyor	\$180.00 per hour
Project Manager	\$145.00 per hour
Survey Technician	\$120.00 per hour
Clerical	\$ 70.00 per hour
1-Man Crew (including robotic equipment)	\$180.00 per hour
2-Man Crew (including conventional equipment)	\$285.00 per hour
2-Man GPS Crew (including up to 4 receivers)	\$290.00 per hour

OTHER SERVICES

Consultants, Special Equipment, Reproductions, Materials, and other outside charges	Cost + 10%
Mileage	\$0.54 per mile

Please make check payable to Mountain Pacific Surveys.

EXHIBIT "C"

GENERAL PROVISIONS

1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

4) CONSULTANT NOT AN AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONSULTANT shall hold harmless, defend and indemnify the CITY, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in subsection (a) above, to the fullest extent allowed by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

CONSULTANT'S responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

11) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12) LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

13) CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

14) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

- a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT'S federal tax identification number.

EXHIBIT "D"

INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

- a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.
- c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- Fidelity / Crime / Dishonesty Bond in the minimum amount of \$_____
- MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- iv) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.